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Chandigarh Administration Gazette

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CHANDIGARH ADMINISTRATION

HOME DEPARTMENT

Notification

The 20th January, 2020

No. 226836-HIII(3)-2019/974.—In exercise of powers conferred by sub-section (I) read with sub-section (2) of Section 19 of the Haryana Compulsory Registration of Marriages Act, 2008 (Act 6 of 2008) as extended to Union Territory of Chandigarh, the Administrator, Union Territory, Chandigarh hereby makes the following Rules further to amend the Chandigarh Compulsory Registration of Marriage Rules, 2012 namely :—

1. These Rules may be called the Chandigarh Compulsory Registration of Marriage (Amendment) Rules, 2020.
2. These shall come into force from the date of its publication in the Official Gazette.
3. In the Chandigarh Compulsory Registration of Marriage Rules, 2012, in sub-rule of Rule 3 after clause (c), the following Clause shall be inserted, namely :—

Clause (c) (i).—In case of marriage of any Indian Citizen solemnized in India with a person of foreign domicile, the Registrar shall verify his domicile from the embassy of the country of which he claims to be citizen.

Chandigarh :
The 15th January, 2020.

Administrator,
Union Territory, Chandigarh.

CHANDIGARH ADMINISTRATION

LABOUR DEPARTMENT

Notification

The 16th December, 2019

No. 13/1/9686-HII(2)-2019/20148.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned
(261)

*This is Digitally Signed Gazette. To verify, visit :
<https://egazette.chd.gov.in>*

hereby publish the following award bearing reference No. 16/2016, dated 18.10.2019 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between:

SURAT SINGH R/O HOUSE NO. 630-C, DASHMESH NAGAR, DISTRICT SAS NAGAR, PUNJAB (Workman)

AND

1. THE INDIAN RED CROSS SOCIETY, UNION TERRITORY CHANDIGARH THROUGH ITS DIRECTOR/MANAGING DIRECTOR, KARUNA SADAN BUILDING, SECTOR 11-B, CHANDIGARH

2. MANAGER, INDIAN RED CROSS CANTEEN, PGI, SECTOR 12, CHANDIGARH (Management).

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called 'ID Act').

2. Case of the workman in brief is that he was engaged as Salesman by management No.1 at Indian Red Cross Canteen at PGI Complex, Sector 12, Chandigarh and he had worked under the supervision of management No.2, who is the Manager of management No. 1. The workman had worked upto October 2011. The workman along with others were called by management No.1 and informed that the canteen is going to be renovated and they will be called back after renovation of the canteen. Thereafter the workman visited along with others to the office of management No.1 many times but they were assured that they will be reinstated with continuity of service with back wages as such the workman waited for sufficient time and ultimately in the month of August 2012 he requested management No.1 that 9-10 months had already been lapsed and it is only then they refused to reinstate the workman into service. The workman was being paid salary by the management after deduction of PF/ESI and the management was depositing the PF in the PF account of the workman. At the time of termination of services of the workman, the management was paying salary ₹ 4,500/- per month after deduction of PF/ESI and the salary paid to the workman was less than the minimum wages. the workman had continuously worked with the management No.1 as Salesman and had completed more than 240 days of service in each calendar year and had also completed more than 240 days in 12 months prior to impugned termination. The management had terminated the services of the workman without issuing one month notice and without paying any retrenchment compensation so the management had violated the provisions of Section 25-F of the ID Act. Since the management had shunted out the workman without following the provisions of the ID Act so the action of the management amounts unfair labour practice and the same is violative of Section 25-T of the ID Act. Ultimately, it is prayed that the workman be reinstated with continuity of service and full back wages.

3. Management No.1 contested the case of the workman and filed written statement raising preliminary objection that there is no relationship of employee and employer between the workman and answering management. The PGI authorities had given some space within the premises of the PGI, Chandigarh for running a canteen. The said space was given by the PGI to management No. 1 on license basis which was not renewed after 31.08.2011. In order to run the canteen, management No. 1 engaged a Manager for running the said canteen at his own level with his own infrastructure etc. on the terms & conditions as agreed between management No.1 and the contractor/Manager, engaged from time to time. As per the agreement, the said contractor/Manager was authorised to engage any manpower at his own level and as per his own convenience with the categorical condition that such manpower would not be the employee of management No.1. On merits, it is pleaded that the workman was working under management No.2. As the workman was never been in the employment of management No.1 so there was no occasion for giving any assurance to the workman for his reinstatement etc. When the license of the premises was not renewed by the PGI after 31.08.2011 there was no occasion for the workman to continue to work with management No.2 upto October 2011. Neither the workman visited the office of management No.1 at any

point of time nor any assurance was given to the workman by management No.1 for the simple reason that there was no relationship of employee and employer between the workman and management No.1. It was management No.2 who was responsible to deduct the EPF from the wages of the manpower engaged by management No.2, if any and management No.1 was not responsible for the same. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workman be dismissed.

4. Upon notice, none appeared on behalf of management No.2 despite service as such management No. 2 was proceeded against *ex parte*. From the pleadings of the parties, following issues were framed:—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Whether there is no relationship of employee & employer in between workman & management No.1 ? OPM-1
3. Relief.

5. In support of the case, the workman stepped into the witness box as AW1. Learned representative for the workman closed the evidence. On the other hand, management No.1 examined Shri Sushil Kumar—Training Supervisor-cum-Incharge, Court Cases as MW1. Learned representative for the management closed the evidence.

6. I have heard learned representatives for the parties and have gone through the file carefully. My findings on the issues framed in this case are as follows :—

ISSUE NO. 1 & 2:

7. Both these issues are taken up together to avoid repetition of discussion. While stepping into the witness as AW1 the workman deposed that he was engaged as Salesman in November 1987 by the management at Red Cross U.T. Canteen at PGI Complex, Sector 12, Chandigarh and he worked under the supervision of management No.2 who is the Manager of management No.1 till October 2011. Thereafter he along with others was called by management No.1 and were informed that the canteen is going to be renovated and they will be called back after renovation of the canteen and during renovation period the canteen will be remained closed. He further deposed that he along with other approached the office of management No.1 various time but he was assured that he will be reinstated along with others. In the month of August 2012 management No.1 was finally refused to join the duties. He also deposed that he had completed more than 240 days of service in each calendar year and had also completed more than 240 days in last twelve months preceding his termination. He further deposed that he had worked from the date of joining with management No.1 under the supervision of various Managers, which were engaged and disengaged by the management after some years.

8. Learned representative for the workman has argued that he was terminated illegally by the management. He had worked as Salesman in Red Cross U.T. Canteen at PGI complex, Sector 12, Chandigarh and he had worked from 1987 upto October 2011 and management No.1 informed that canteen is going to be renovated and he will be called back after renovation but nobody called him. He waited for sufficient time and in August 2012 he requested for his reinstatement but he was refused reinstatement. Neither he was paid any salary in lieu of notice period nor he was given any retrenchment compensation. Hence, the management has violated the provisions of Section 25-F of the ID Act. The workman has placed on record EPF slips Exhibit 'W1' to 'W3'. He further argued that the Indian Red Cross Society Canteen was run by management No.1 and wholly solely In-charge for the canteen. Hence there is employer-employee relationship between management No. 1 and workman. He prayed for reinstatement of the workman with continuity of service and full back wages.

9. On the other hand, learned representative for management No.2 has examined Shri Sushil Kumar – Training Supervisor-cum-Incharge, Court Cases as MW1, who deposed that the PGI, Chandigarh has give three locations/spaces in their premises for running canteen on rent basis and it was decided to give the premises to some person on license fee basis and such person was named as Manager of the Canteen, on the terms & conditions agreed with the said Manager and management No.1, who has to pay the monthly license fee to management No.1 after deducting his profit and other expenses. Different persons were engaged as Manager on license fee basis from time to time. As per terms & conditions of agreement, the manpower was engaged by the manager at his own level and the same was working under his direct supervision. Even liability of wages, EPF, ESI etc. was also that of the said manager as mentioned in the agreement. He further deposed that there is no employer-employee relationship between management No.1 and workman. The canteens were closed down on 31.08.2011.

10. Learned representative for the management has argued that there is no employer-employee relationship between the parties as the PGI Chandigarh has given space for running canteen on rent basis. The premises was given on licence fee basis and such person was named as Manager of the canteen on the terms & conditions agreed between the said Manager and management No. 1 so the manpower was engaged by the said Manager at his own level and the workman was working under his direct supervision. Management No.1 neither appointed the workman nor terminated the services of the workman so there is no relationship of employer-employee between management No.1 and workman. Since there is no relationship of employer-employee between management No.1 and workman so question of applicability of provisions of Section 25-F of the ID Act against management No.1 does not arise as such the present industrial dispute *qua* management No.1 is liable to be rejected and there is no illegal termination on the part of management No. 1.

11. After giving my careful consideration to the rival contention of both the sides, I find that it is nowhere disputed that the workman was engaged as Salesman in the Indian Red Cross Society. The main argument addressed by management No.1 is that there is no employer-employee relationship between management No.1 and workman. On this aspect I have gone through the evidence of both the parties. AW1 simply stated that he was engaged by management No.1 and they were called and told that canteen is going to be renovated and after renovation they will be taken back on duty but later on they were refused to join the duties and at the time of termination he was being paid salary of ₹ 4,500/- per month by management No.1 after deduction of PF and ESI.

12. During the cross-examination this witness AW1 clearly stated that the EPF number in which deduction of EPF was used to be deposited was that of Red Cross and he has proved on record EPF slips Exhibit 'W1' to 'W3' which bears the EPF code number allotted to the canteen in the PGI. EPF slips Exhibit 'W1' to 'W3' clearly mentioned the name that is UT Red Cross Canteen. No appointment letter was ever issued to the workman. On the other hand, Shri Sushil Kumar, MW1 himself stated that the PGI Chandigarh has given its premises on rent basis for running the canteen and accordingly, it was decided to give the premises to some person on licence fee basis and such person was named as Manager of the canteen on the terms & conditions and agreed between the said Manager and management No.1, who was to pay monthly licence fee to management No.1 after deducting his profit and other expenditure. After cross-examination this witness has admitted that it is correct that PGI has given the canteen on rent basis to the Indian Red Cross Society, Union Territory Chandigarh and the PGI has not given canteen on rent to the Manager. It is correct that in this agreement it is mentioned that the consolidated pay of Manager will be ₹ 500/- per month which is Exhibit 'MX' and suggestion was put to this witness regarding getting sign of salary register of the worker from DDO (Drawing & Disbursing Officer) of Indian Red Cross Society was denied. This witness further stated that he can tell about the supervision of the work of Manager as well as to inspect the premises of the canteen by the Organising Secretary, Cashier, Secretary and some time Chairman. He further admitted that no notice of closer of canteen was given to the Manager or the workman.

13. From the perusal of the evidence read as a whole it is crystal clear that the Indian Red Cross Society has taken the canteen on rent basis from PGI. They further entered into the agreement with Manager to run staff canteen whereas over all in charge of canteen was management No.1 i.e. Indian Red Cross Society management and management No. 2 was also employee of management No.1. So as regards the employment of the workman is concerned he was also getting salary from management No.1 as per EPF slips Exhibit 'W1' to 'W3'. It is crystal clear that EPF was deducted and deposited by the Indian Red Cross Society. No doubt the workman has not placed on record any other document except EPF slip but it is already clear from the evidence of the both the parties that the workman was employee of management No.1.

14. No doubt as per evidence it is clear that at present the canteen it does not exist as canteen was closed down on 31.08.2011. Hence, the workman cannot be reinstated at this juncture but it is also clear that no notice of closer of canteen was given to the workman. It was very much in the knowledge of management No.1 that the canteen is going to be closed on 31.08.2011. No retrenchment was given to the workman at the time of closer. Thus it is accordingly held that the management has terminated the services of the workman illegally. Considering the facts and circumstances of the case, ends of justice would be met if the workman is compensated in lump sum amount of ₹ 50,000/-. However, it is made clear that since management No.2 is employee of Indian Red Cross Society i.e. management No.1 so there is no direct relationship of employer-employee between management No.2 and the workman so no relief can be claimed against management No.2 and there will be solely and severally liability of management No.1. Accordingly both these issues are decided in favour of the workman and against management No. 1.

RELIEF :

15. In the light of findings on the issues above, this industrial dispute is partly allowed. The workman is entitled for lump sum compensation of ₹ 50,000/- solely and severally to be paid by management No.1. Management No.1 is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till the date of actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.). . . .,

(ANSHUL BERRY),

PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory Chandigarh.
UID No. PB0095

Dated : 18-10-2019.

CHANDIGARH ADMINISTRATION

LABOUR DEPARTMENT

Notification

The 16th December, 2019

No. 13/1/9687-HII(2)-2019/20139.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned

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hereby publish the following award bearing reference No. 17/2016 dated 18.10.2019 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SUDAMA S/O SHRI HOSHIAR SINGH R/O HOUSE NO. 629, DASHMESH NAGAR, DISTRICT SAS NAGAR, PUNJAB (Workman).

AND

1. THE INDIAN RED CROSS SOCIETY, UNION TERRITORY CHANDIGARH THROUGH ITS DIRECTOR/MANAGING DIRECTOR, KARUNA SADAN BUILDING, SECTOR 11-B, CHANDIGARH

2. MANAGER, INDIAN RED CROSS CANTEEN, PGI, SECTOR 12, CHANDIGARH (Management).

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called 'ID Act').

2. Case of the workman in brief is that he was engaged as Salesman in 1987 by management No.1 at Indian Red Cross Canteen at PGI Complex, Sector 12, Chandigarh and he had worked under the supervision of management No.2, who is the Manager of management No. 1. The workman had worked upto October 2011. The workman along with others were called by management No.1 and informed that the canteen is going to be renovated and they will be called back after renovation of the canteen. Thereafter the workman visited along with others to the office of management No.1 many times but they were assured that they will be reinstated with continuity of service with back wages as such the workman waited for sufficient time and ultimately in the month of August 2012 he requested management No.1 that 9-10 months had already been lapsed and it is only then they refused to reinstate the workman into service. The workman was being paid salary by the management after deduction of PF/ESI and the management was depositing the PF in the PF account of the workman. At the time of termination of services of the workman, the management was paying salary ₹ 4,500/- per month after deduction of PF/ESI and the salary paid to the workman was less than the minimum wages. The workman had continuously worked with the management No.1 as Salesman and had completed more than 240 days of service in each calendar year and had also completed more than 240 days in 12 months prior to impugned termination. The management had terminated the services of the workman without issuing one month notice and without paying any retrenchment compensation so the management had violated the provisions of Section 25-F of the ID Act. Since the management had shunted out the workman without following the provisions of the ID Act so the action of the management amounts unfair labour practice and the same is violative of Section 25-T of the ID Act. Ultimately, it is prayed that the workman be reinstated with continuity of service and full back wages.

3. Management No.1 contested the case of the workman and filed written statement raising preliminary objection that there is no relationship of employee and employer between the workman and answering management. The PGI authorities had given some space within the premises of the PGI, Chandigarh for running a canteen. The said space was given by the PGI to management No.1 on license basis which was not renewed after 31.08.2011. In order to run the canteen, management No.1 engaged a Manager for running the said canteen at his own level with his own infrastructure etc. on the terms & conditions as agreed between management No.1 and the contractor / Manager, engaged from time to time. As per the agreement, the said contractor / Manager was authorised to engage any manpower at his own level and as per his own convenience with the categorical condition that such manpower would not be the employee of management No.1. On merits, it is pleaded that the workman was working under management No.2. As the workman was never been in the employment of management No.1 so there was no occasion for giving any assurance to the workman for his reinstatement etc. When the license of the premises was not renewed by the PGI after 31.08.2011 there was no occasion for the workman to continue to work with management No.2 upto October 2011. Neither the workman visited the office of management No.1 at any

point of time nor any assurance was given to the workman by management No.1 for the simple reason that there was no relationship of employee and employer between the workman and management No.1. It was management No.2 who was responsible to deduct the EPF from the wages of the manpower engaged by management No.2, if any and management No.1 was not responsible for the same. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workman be dismissed.

4. Upon notice, management No.1 appeared through its representative thereafter none appeared on behalf of management No.2 as such management No. 2 was proceeded against *ex parte*. From the pleadings of the parties, following issues were framed:—

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10. Learned representative for the management has argued that there is no employer-employee relationship between the parties as the PGI Chandigarh has given space for running canteen on rent basis. The premises was given on licence fee basis and such person was named as Manager of the canteen on the terms & conditions agreed between the said Manager and management No.1 so the manpower was engaged by the said Manager at his own level and the workman was working under his direct supervision. Management No.1 neither appointed the workman nor terminated the services of the workman so there is no relationship of employer-employee between management No.1 and workman. Since there is no relationship of employer-employee between management No.1 and workman so question of applicability of provisions of Section 25-F of the ID Act against management No.1 does not arise as such the present industrial dispute *qua* management No.1 is liable to be rejected and there is no illegal termination on the part of management No. 1.

11. After giving my careful consideration to the rival contention of both the sides, I find that it is nowhere disputed that the workman was engaged as Salesman in the Indian Red Cross Society. The main argument addressed by management No.1 is that there is no employer-employee relationship between management No.1 and workman. On this aspect I have gone through the evidence of both the parties. AW1 simply stated that he was engaged by management No.1 and they were called and told that canteen is going to be renovated and after renovation they will be taken back on duty but later on they were refused to join the duties and at the time of termination he was being paid salary of ₹ 4,500/- per month by management No.1 after deduction of PF and ESI.

12. During the cross-examination this witness AW1 clearly stated that the EPF number in which deduction of EPF was used to be deposited was that of Red Cross and he has proved on record EPF slips Exhibit 'W1' & 'W2' which bears the EPF code number allotted to the canteen in the PGI. Exhibit 'W1' & 'W2' clearly mentioned the name that is UT Red Cross Canteen. No appointment letter was ever issued to the workman. On the other hand, Shri Sushil Kumar, MW1 himself stated that the PGI Chandigarh has given its premises on rent basis for running the canteen and accordingly, it was decided to give the premises to some person on licence fee basis and such person was named as Manager of the canteen on the terms & conditions and agreed between the said Manager and management No.1, who was to pay monthly licence fee to management No.1 after deducting his profit and other expenditure. After cross-examination this witness has admitted that it is correct that PGI has given the canteen on rent basis to the Indian Red Cross Society, Union Territory Chandigarh and the PGI has not given canteen on rent to the Manager. It is correct that in this agreement it is mentioned that the consolidated pay of Manager will be ₹ 500/- per month which is Exhibit 'MX' and suggestion was put to this witness regarding getting sign of salary register of the worker from DDO (Drawing & Disbursing Officer) of Indian Red Cross Society was denied. This witness further stated that he can tell about the supervision of the work of Manager as well as to inspect the premises of the canteen by the Organising Secretary, Cashier, Secretary and some time Chairman. He further admitted that no notice of closer of canteen was given to the Manager or the workman.

13. From the perusal of the evidence read as a whole it is crystal clear that the Indian Red Cross Society has taken the canteen on rent basis from PGI. They further entered into the agreement with Manager to run staff canteen whereas over all in charge of canteen was management No.1 i.e. Indian Red Cross Society management and management No. 2 was also employee of management No. 1. So as regards the employment of the workman is concerned he was also getting salary from management No. 1 as per EPF slips Exhibit 'W1' & 'W2'. It is crystal clear that EPF was deducted and deposited by the Indian Red Cross Society. No doubt the workman has not placed on record any other document except EPF slip but it is already clear from the evidence of the both the parties that the workman was employee of management No.1.

14. No doubt as per evidence it is clear that at present the canteen it does not exist as canteen was closed down on 31.08.2011. Hence, the workman cannot be reinstated at this juncture but it is also clear that no notice of closer of canteen was given to the workman. It was very much in the knowledge of management No.1 that the canteen is going to be closed on 31.08.2011. No retrenchment was given to the workman at the time of closer. Thus it is accordingly held that the management has terminated the services of the workman illegally. Considering the facts and circumstances of the case, ends of justice would be met if the workman is compensated in lump sum amount of ₹ 50,000/-. However, it is made clear that since management No.2 is employee of Indian Red Cross Society i.e. management No.1 so there is no direct relationship of employer-employee between management No.2 and the workman so no relief can be claimed against management No.2 and there will be solely and severally liability of management No.1. Accordingly both these issues are decided in favour of the workman and against management No.1.

RELIEF :

15. In the light of findings on the issues above, this industrial dispute is partly allowed. The workman is entitled for lump sum compensation of ₹ 50,000/- solely and severally to be paid by management No.1. Management No.1 is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till the date of actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.). . . .,

(ANSHUL BERRY),

PRESIDING OFFICER,

Industrial Tribunal & Labour Court,

Union Territory Chandigarh.

UID No. PB0095

Dated: 18-10-2019

CHANDIGARH ADMINISTRATION

LABOUR DEPARTMENT

Notification

The 16th December, 2019

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HARISH KUMAR S/O SHRI RAJA RAM R/O HOUSE NO. 2700/1, SECTOR 49-C, CHANDIGARH (Workman).

AND

1. THE INDIAN RED CROSS SOCIETY, UNION TERRITORY, CHANDIGARH THROUGH ITS DIRECTOR/MANAGING DIRECTOR, KARUNA SADAN BUILDING, SECTOR 11-B, CHANDIGARH

2. MANAGER, INDIAN RED CROSS CANTEEN, PGI, SECTOR 12, CHANDIGARH (Management).

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called 'ID Act').

2. Case of the workman in brief is that he was engaged as Sweeper in 2000 by management No.1 at Indian Red Cross Canteen at PGI Complex, Sector 12, Chandigarh and he had worked under the supervision of management No.2, who is the Manager of management No.1. The workman had worked upto October 2011. The workman along with others were called by management No.1 and informed that the canteen is going to be renovated and they will be called back after renovation of the canteen. Thereafter the workman visited along with others to the office of management No.1 many times but they were assured that they will be reinstated with continuity of service with back wages as such the workman waited for sufficient time and ultimately in the month of August 2012 he requested management No.1 that 9-10 months had already been lapsed and it is only then they refused to reinstate the workman into service. The workman was being paid salary by the management after deduction of PF/ESI and the management was depositing the PF in the PF account of the workman. At the time of termination of services of the workman, the management was paying salary ₹ 4,000/- per month after deduction of PF/ESI and the salary paid to the workman was less than the minimum wages. The workman had continuously worked with the management No.1 and had completed more than 240 days of service in each calendar year and had also completed more than 240 days in 12 months prior to impugned termination. The management had terminated the services of the workman without issuing one month notice and without paying any retrenchment compensation so the management had violated the provisions of Section 25-F of the ID Act. Since the management had shunted out the workman without following the provisions of the ID Act so the action of the management amounts unfair labour practice and the same is violative of Section 25-T of the ID Act. Ultimately, it is prayed that the workman be reinstated with continuity of service and full back wages.

3. Management No.1 contested the case of the workman and filed written statement raising preliminary objection that there is no relationship of employee and employer between the workman and answering management. The PGI authorities had given some space within the premises of the PGI, Chandigarh for running a canteen. The said space was given by the PGI to management No.1 on license basis which was not renewed after 31.08.2011. In order to run the canteen, management No.1 engaged a Manager for running the said canteen at his own level with his own infrastructure etc. on the terms & conditions as agreed between management No.1 and the contractor / Manager, engaged from time to time. As per the agreement, the said contractor / Manager was authorised to engage any manpower at his own level and as per his own convenience with the categorical condition that such manpower would not be the employee of management No.1. On merits, it is pleaded that the workman was working under management No.2. As the workman was never been in the employment of management No.1 so there was no occasion for giving any assurance to the workman for his reinstatement etc. When the license of the premises was not renewed by the PGI after 31.08.2011 there was no occasion for the workman to continue to work with management No.2 upto October 2011. Neither the workman visited the office of management No.1 at any

point of time nor any assurance was given to the workman by management No.1 for the simple reason that there was no relationship of employee and employer between the workman and management No.1. It was management No.2 who was responsible to deduct the EPF from the wages of the manpower engaged by management No.2, if any and management No.1 was not responsible for the same. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workman be dismissed.

4. Upon notice, management No.1 appeared through its representative thereafter none appeared on behalf of management No.2 as such management No.2 was proceeded against *ex parte*. From the pleadings of the parties, following issues were framed:—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Whether there is no relationship of employee & employer in between workman & management No.1 ? OPM-1
3. Relief.

5. In support of the case, the workman stepped into the witness box as AW1. Learned representative for the workman closed the evidence. On the other hand, management No.1 examined Shri Sushil Kumar—Training Supervisor-cum-Incharge, Court Cases as MW1. Learned representative for the management closed the evidence.

6. I have heard learned representatives for the parties and have gone through the file carefully. My findings on the issues framed in this case are as follows:—

ISSUE No. 1 & 2 :

7. Both these issues are taken up together to avoid repetition of discussion. While stepping into the witness as AW1 the workman deposed that he was engaged as Sweeper in 2000 by the management at Red Cross U.T. Canteen at PGI Complex, Sector 12, Chandigarh and he worked under the supervision of management No.2 who is the Manager of management No.1 till October 2011. Thereafter he along with others was called by management No.1 and were informed that the canteen is going to be renovated and they will be called back after renovation of the canteen and during renovation period the canteen will be remained closed. He further deposed that he along with other approached the office of management No.1 various time but he was assured that he will be reinstated along with others. In the month of August 2012 management No.1 was finally refused to join the duties. He also deposed that he had completed more than 240 days of service in each calendar year and had also completed more than 240 days in last twelve months preceding his termination. He further deposed that he had worked from the date of joining with management No.1 under the supervision of various Managers, which were engaged and disengaged by the management after some years.

8. Learned representative for the workman has argued that he was terminated illegally by the management. He had worked as Sweeper in Red Cross U.T. Canteen at PGI complex, Sector 12, Chandigarh and he had worked from 2000 upto October 2011 and management No.1 informed that canteen is going to be renovated and he will be called back after renovation but nobody called him. He waited for sufficient time and in August 2012 he requested for his reinstatement but he was refused reinstatement. Neither he was paid any salary in lieu of notice period nor he was given any retrenchment compensation. Hence, the management has violated the provisions of Section 25-F of the ID Act. The workman has placed on record EPF slip Exhibit 'W1'. He further argued that the Indian Red Cross Society Canteen was run by management No. 1 and wholly solely In-charge for the canteen. Hence there is employer-employee relationship between management No.1 and workman. He prayed for reinstatement of the workman with continuity of service and full back wages.

9. On the other hand, learned representative for management No.2 has examined Shri Sushil Kumar – Training Supervisor-cum-Incharge, Court Cases as MW1, who deposed that the PGI, Chandigarh has give three locations / spaces in their premises for running canteen on rent basis and it was decided to give the premises to some person on license fee basis and such person was named as Manager of the Canteen, on the terms & conditions agreed with the said Manager and management No.1, who has to pay the monthly license fee to management No.1 after deducting his profit and other expenses. Different persons were engaged as Manager on license fee basis from time to time. As per terms & conditions of agreement, the manpower was engaged by the manager at his own level and the same was working under his direct supervision. Even liability of wages, EPF, ESI etc. was also that of the said manager as mentioned in the agreement. He further deposed that there is no employer-employee relationship between management No.1 and workman. The canteens were closed down on 31.08.2011.

10. Learned representative for the management has argued that there is no employer-employee relationship between the parties as the PGI Chandigarh has given space for running canteen on rent basis. The premises was given on licence fee basis and such person was named as Manager of the canteen on the terms & conditions agreed between the said Manager and management No.1 so the manpower was engaged by the said Manager at his own level and the workman was working under his direct supervision. Management No.1 neither appointed the workman nor terminated the services of the workman so there is no relationship of employer-employee between management No.1 and workman. Since there is no relationship of employer-employee between management No.1 and workman so question of applicability of provisions of Section 25-F of the ID Act against management No.1 does not arise as such the present industrial dispute *qua* management No.1 is liable to be rejected and there is no illegal termination on the part of management No.1.

11. After giving my careful consideration to the rival contention of both the sides, I find that it is nowhere disputed that the workman was engaged as Sweeper in the Indian Red Cross Society. The main argument addressed by management No.1 is that there is no employer-employee relationship between management No.1 and workman. On this aspect I have gone through the evidence of both the parties. AW1 simply stated that he was engaged by management No.1 and they were called and told that canteen is going to be renovated and after renovation they will be taken back on duty but later on they were refused to join the duties and at the time of termination he was being paid salary of ₹ 4,000/- per month by management No.1 after deduction of PF and ESI.

12. During the cross-examination this witness AW1 clearly stated that the EPF number in which deduction of EPF was used to be deposited was that of Red Cross and he has proved on record EPF Slip Exhibit 'W1' which bears the EPF code number allotted to the canteen in the PGI. Exhibit 'W1' clearly mentioned the name that is UT Red Cross Canteen. No appointment letter was ever issued to the workman. On the other hand, Shri Sushil Kumar, MW1 himself stated that the PGI Chandigarh has given its premises on rent basis for running the canteen and accordingly, it was decided to give the premises to some person on licence fee basis and such person was named as Manager of the canteen on the terms & conditions and agreed between the said Manager and management No.1, who was to pay monthly licence fee to management No.1 after deducting his profit and other expenditure. After cross-examination this witness has admitted that it is correct that PGI has given the canteen on rent basis to the Indian Red Cross Society, Union Territory Chandigarh and the PGI has not given canteen on rent to the Manager. It is correct that in this agreement it is mentioned that the consolidated pay of Manager will be ₹ 500/- per month which is Exhibit 'MX' and suggestion was put to this witness regarding getting sign of salary register of the worker from DDO (Drawing & Disbursing Officer) of Indian Red Cross Society was denied. This witness further stated that he can tell about the supervision of the work of Manager as well as to inspect the premises of the canteen by the Organising Secretary, Cashier, Secretary and some time Chairman. He further admitted that no notice of closer of canteen was given to the Manager or the workman.

13. From the perusal of the evidence read as a whole it is crystal clear that the Indian Red Cross Society has taken the canteen on rent basis from PGI. They further entered into the agreement with Manager to run staff canteen whereas over all in charge of canteen was management No.1 i.e. Indian Red Cross Society management and management No.2 was also employee of management No.1. So as regards the employment of the workman is concerned he was also getting salary from management No.1 as per EPF slip Exhibit 'W1'. It is crystal clear that EPF was deducted and deposited by the Indian Red Cross Society. No doubt the workman has not placed on record any other document except EPF slip but it is already clear from the evidence of the both the parties that the workman was employee of management No.1.

14. No doubt as per evidence it is clear that at present the canteen it does not exist as canteen was closed down on 31.08.2011. Hence, the workman cannot be reinstated at this juncture but it is also clear that no notice of closer of canteen was given to the workman. It was very much in the knowledge of management No.1 that the canteen is going to be closed on 31.08.2011. No retrenchment was given to the workman at the time of closer. Thus it is accordingly held that the management has terminated the services of the workman illegally. Considering the facts and circumstances of the case, ends of justice would be met if the workman is compensated in lump sum amount of ₹ 50,000/-. However, it is made clear that since management No.2 is employee of Indian Red Cross Society i.e. management No.1 so there is no direct relationship of employer-employee between management No.2 and the workman so no relief can be claimed against management No.2 and there will be solely and severally liability of management No.1. Accordingly both these issues are decided in favour of the workman and against management No.1.

RELIEF:

15. In the light of findings on the issues above, this industrial dispute is partly allowed. The workman is entitled for lump sum compensation of ₹ 50,000/- solely and severally to be paid by management No.1. Management No.1 is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till the date of actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.). . . .,

(ANSHUL BERRY),

PRESIDING OFFICER,

Industrial Tribunal & Labour Court,

Union Territory, Chandigarh.

UID No. PB0095.

Dated: 18-10-2019.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 16th December, 2019

No. 13/1/9689-HII(2)-2019/20160.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned

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<https://egazette.chd.gov.in>*

hereby publish the following award bearing reference No. 19/2016, dated 18.10.2019 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT, Chandigarh between:

SUNIL KUMAR S/O SHRI GUDDU R/O HOUSE NO. 438, DASHMESH NAGAR, NAYAGAON, DISTRICT SAS NAGAR, PUNJAB (Workman).

AND

1. THE INDIAN RED CROSS SOCIETY, UNION TERRITORY CHANDIGARH THROUGH ITS DIRECTOR/MANAGING DIRECTOR, KARUNA SADAN BUILDING, SECTOR 11-B, CHANDIGARH

2. MANAGER, INDIAN RED CROSS CANTEEN, PGI, SECTOR 12, CHANDIGARH (Management).

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called 'ID Act').

2. Case of the workman in brief is that he was engaged as Helper in 2003 by management No.1 at Indian Red Cross Canteen at PGI Complex, Sector 12, Chandigarh and he had worked under the supervision of management No.2, who is the Manager of management No.1. The workman had worked upto October 2011. The workman along with others were called by management No.1 and informed that the canteen is going to be renovated and they will be called back after renovation of the canteen. Thereafter the workman visited along with others to the office of management No.1 many times but they were assured that they will be reinstated with continuity of service with back wages as such the workman waited for sufficient time and ultimately in the month of August 2012 he requested management No.1 that 9-10 months had already been lapsed and it is only then they refused to reinstate the workman into service. The workman was being paid salary by the management after deduction of PF/ESI and the management was depositing the PF in the PF account of the workman. At the time of termination of services of the workman, the management was paying salary ₹ 4,000/- per month after deduction of PF/ESI and the salary paid to the workman was less than the minimum wages. The workman had continuously worked with the management No. 1 and had completed more than 240 days of service in each calendar year and had also completed more than 240 days in 12 months prior to impugned termination. The management had terminated the services of the workman without issuing one month notice and without paying any retrenchment compensation so the management had violated the provisions of Section 25-F of the ID Act. Since the management had shunted out the workman without following the provisions of the ID Act so the action of the management amounts unfair labour practice and the same is violative of Section 25-T of the ID Act. Ultimately, it is prayed that the workman be reinstated with continuity of service and full back wages.

3. Management No.1 contested the case of the workman and filed written statement raising preliminary objection that there is no relationship of employee and employer between the workman and answering management. The PGI authorities had given some space within the premises of the PGI, Chandigarh for running a canteen. The said space was given by the PGI to management No.1 on license basis which was not renewed after 31.08.2011. In order to run the canteen, management No.1 engaged a Manager for running the said canteen at his own level with his own infrastructure etc. on the terms & conditions as agreed between management No.1 and the contractor/Manager, engaged from time to time. As per the agreement, the said contractor/Manager was authorised to engage any manpower at his own level and as per his own convenience with the categorical condition that such manpower would not be the employee of management No. 1. On merits, it is pleaded that the workman was working under management No. 2. As the workman was never been in the employment of management No. 1 so there was no occasion for giving any assurance to the workman for his reinstatement etc. When the license of the premises was not renewed by the PGI after 31.08.2011 there was no occasion for the workman to continue to work with

management No. 2 upto October 2011. Neither the workman visited the office of management No.1 at any point of time nor any assurance was given to the workman by management No.1 for the simple reason that there was no relationship of employee and employer between the workman and management No. 1. It was management No. 2 who was responsible to deduct the EPF from the wages of the manpower engaged by management No. 2, if any and management No.1 was not responsible for the same. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workman be dismissed.

4. Upon notice, management No. 1 appeared through its representative thereafter none appeared on behalf of management No. 2 as such management No. 2 was proceeded against *ex parte*. From the pleadings of the parties, following issues were framed:—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Whether there is no relationship of employee & employer in between workman & management No.1 ? OPM-1
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5. In support of the case, the workman stepped into the witness box as AW1. Learned representative for the workman closed the evidence. On the other hand, management No.1 examined Shri Sushil Kumar-Training Supervisor-cum-Incharge, Court Cases as MW1. Learned representative for the management closed the evidence.

6. I have heard learned representatives for the parties and have gone through the file carefully. My findings on the issues framed in this case are as follows:—

ISSUE NO. 1 & 2 :

7. Both these issues are taken up together to avoid repetition of discussion. While stepping into the witness as AW1 the workman deposed that he was engaged as Helper in 2003 by the management at Red Cross U.T. Canteen at PGI Complex, Sector 12, Chandigarh and he worked under the supervision of management No.2 who is the Manager of management No.1 till October 2011. Thereafter he along with others was called by management No.1 and were informed that the canteen is going to be renovated and they will be called back after renovation of the canteen and during renovation period the canteen will be remained closed. He further deposed that he along with other approached the office of management No.1 various time but he was assured that he will be reinstated along with others. In the month of August 2012 management No.1 was finally refused to join the duties. He also deposed that he had completed more than 240 days of service in each calendar year and had also completed more than 240 days in last twelve months preceding his termination. He further deposed that he had worked from the date of joining with management No. 1 under the supervision of various Managers, which were engaged and disengaged by the management after some years.

8. Learned representative for the workman has argued that he was terminated illegally by the management. He had worked as Helper in Red Cross U.T. Canteen at PGI complex, Sector 12, Chandigarh and he had worked from 2003 upto October 2011 and management No.1 informed that canteen is going to be renovated and he will be called back after renovation but nobody called him. He waited for sufficient time and in August 2012 he requested for his reinstatement but he was refused reinstatement. Neither he was paid any salary in lieu of notice period nor he was given any retrenchment compensation. Hence, the management has violated the provisions of Section 25-F of the ID Act. The workman has placed on record EPF slips Exhibit 'W1' to 'W3'. He further argued that the Indian Red Cross Society Canteen was run by management No.1 and wholly solely In-charge for the canteen. Hence there is employer-employee relationship between management No.1 and workman. He prayed for reinstatement of the workman with continuity of service and full back wages.

9. On the other hand, learned representative for management No. 2 has examined Shri Sushil Kumar – Training Supervisor-cum-Incharge, Court Cases as MW1, who deposed that the PGI, Chandigarh has give three locations / spaces in their premises for running canteen on rent basis and it was decided to give the premises to some person on license fee basis and such person was named as Manager of the Canteen, on the terms & conditions agreed with the said Manager and management No.1, who has to pay the monthly license fee to management No.1 after deducting his profit and other expenses. Different persons were engaged as Manager on license fee basis from time to time. As per terms & conditions of agreement, the manpower was engaged by the manager at his own level and the same was working under his direct supervision. Even liability of wages, EPF, ESI etc. was also that of the said manager as mentioned in the agreement. He further deposed that there is no employer-employee relationship between management No.1 and workman. The canteens were closed down on 31.08.2011.

10. Learned representative for the management has argued that there is no employer-employee relationship between the parties as the PGI Chandigarh has given space for running canteen on rent basis. The premises was given on licence fee basis and such person was named as Manager of the canteen on the terms & conditions agreed between the said Manager and management No. 1 so the manpower was engaged by the said Manager at his own level and the workman was working under his direct supervision. Management No.1 neither appointed the workman nor terminated the services of the workman so there is no relationship of employer-employee between management No.1 and workman. Since there is no relationship of employer-employee between management No.1 and workman so question of applicability of provisions of Section 25-F of the ID Act against management No.1 does not arise as such the present industrial dispute qua management No.1 is liable to be rejected and there is no illegal termination on the part of management No. 1.

11. After giving my careful consideration to the rival contention of both the sides, I find that it is nowhere disputed that the workman was engaged as Helper in the Indian Red Cross Society. The main argument addressed by management No.1 is that there is no employer-employee relationship between management No.1 and workman. On this aspect I have gone through the evidence of both the parties. AW1 simply stated that he was engaged by management No.1 and they were called and told that canteen is going to be renovated and after renovation they will be taken back on duty but later on they were refused to join the duties and at the time of termination he was being paid salary of ₹ 4,000/- per month by management No.1 after deduction of PF and ESI.

12. During the cross-examination this witness AW1 clearly stated that the EPF number in which deduction of EPF was used to be deposited was that of Red Cross and he has proved on record document EPF slips Exhibit 'W1' to 'W3' which bears the EPF code number allotted to the canteen in the PGI. Exhibit 'W1' to 'W3' clearly mentioned the name that is UT Red Cross Canteen. No appointment letter was ever issued to the workman. On the other hand, Shri Sushil Kumar, MW1 himself stated that the PGI Chandigarh has given its premises on rent basis for running the canteen and accordingly, it was decided to give the premises to some person on licence fee basis and such person was named as Manager of the canteen on the terms & conditions and agreed between the said Manager and management No.1, who was to pay monthly licence fee to management No. 1 after deducting his profit and other expenditure. After cross-examination this witness has admitted that it is correct that PGI has given the canteen on rent basis to the Indian Red Cross Society, Union Territory Chandigarh and the PGI has not given canteen on rent to the Manager. It is correct that in this agreement it is mentioned that the consolidated pay of Manager will be Rs. 500/- per month which is Exhibit 'MX' and suggestion was put to this witness regarding getting sign of salary register of the worker from DDO (Drawing & Disbursing Officer) of Indian Red Cross Society was denied. This witness further stated that he can tell about the supervision of the work of Manager as well as to inspect the premises of the canteen by the Organising Secretary, Cashier, Secretary and some time Chairman. He further admitted that no notice of closer of canteen was given to the Manager or the workman.

13. From the perusal of the evidence read as a whole it is crystal clear that the Indian Red Cross Society has taken the canteen on rent basis from PGI. They further entered into the agreement with Manager to run staff canteen whereas over all in charge of canteen was management No. 1 i.e. Indian Red Cross Society management and management No. 2 was also employee of management No. 1. So as regards the employment of the workman is concerned he was also getting salary from management No.1 as per EPF slips Exhibit 'W1' to 'W3'. It is crystal clear that EPF was deducted and deposited by the Indian Red Cross Society. No doubt the workman has not placed on record any other document except EPF slips but it is already clear from the evidence of the both the parties that the workman was employee of management No. 1.

14. No doubt as per evidence it is clear that at present the canteen it does not exist as canteen was closed down on 31.08.2011. Hence, the workman cannot be reinstated at this juncture but it is also clear that no notice of closer of canteen was given to the workman. It was very much in the knowledge of management No.1 that the canteen is going to be closed on 31.08.2011. No retrenchment was given to the workman at the time of closer. Thus it is accordingly held that the management has terminated the services of the workman illegally. Considering the facts and circumstances of the case, ends of justice would be met if the workman is compensated in lump sum amount of ₹ 50,000/-. However, it is made clear that since management No. 2 is employee of Indian Red Cross Society i.e. management No. 1. So there is no direct relationship of employer-employee between management No.2 and the workman so no relief can be claimed against management No. 2 and there will be solely and severally liability of management No.1. Accordingly both these issues are decided in favour of the workman and against management No. 1.

RELIEF :

15. In the light of findings on the issues above, this industrial dispute is partly allowed. The workman is entitled for lump sum compensation of ₹ 50,000/- solely and severally to be paid by management No.1. Management No.1 is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till the date of actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.). . . .,

(ANSHUL BERRY),

PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory Chandigarh.
UID No.PB0095.

Dated: 18-10-2019.

CHANDIGARH ADMINISTRATION

LABOUR DEPARTMENT

Notification

The 16th December, 2019

No. 13/1/9690-HII(2)-2019/20142.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned

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<https://egazette.chd.gov.in>*

hereby publish the following award bearing reference No. 20/2016 dated 18.10.2019 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between:

DHIYAN SINGH S/O SHRI MUSA SINGH R/O HOUSE NO. 629, DASHMESH NAGAR, NAYAGAON, DISTRICT SAS NAGAR, PUNJAB (Workman).

AND

1. THE INDIAN RED CROSS SOCIETY, UNION TERRITORY CHANDIGARH THROUGH ITS DIRECTOR/MANAGING DIRECTOR, KARUNA SADAN BUILDING, SECTOR 11-B, CHANDIGARH

2. MANAGER, INDIAN RED CROSS CANTEEN, PGI, SECTOR 12, CHANDIGARH (Management).

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called 'ID Act').

2. Case of the workman in brief is that he was engaged as Helper in 2003 by management No. 1. at Indian Red Cross Canteen at PGI Complex, Sector 12, Chandigarh and he had worked under the supervision of management No. 2, who is the Manager of management No. 1. The workman had worked upto October 2011. The workman along with others were called by management No.1 and informed that the canteen is going to be renovated and they will be called back after renovation of the canteen. Thereafter the workman visited along with others to the office of management No.1 many times but they were assured that they will be reinstated with continuity of service with back wages as such the workman waited for sufficient time and ultimately in the month of August 2012 he requested management No.1 that 9-10 months had already been lapsed and it is only then they refused to reinstate the workman into service. The workman was being paid salary by the management after deduction of PF/ESI and the management was depositing the PF in the PF account of the workman. At the time of termination of services of the workman, the management was paying salary Rs. 4,000/- per month after deduction of PF/ESI and the salary paid to the workman was less than the minimum wages. The workman had continuously worked with the management No. 1. and had completed more than 240 days of service in each calendar year and had also completed more than 240 days in 12 months prior to impugned termination. The management had terminated the services of the workman without issuing one month notice and without paying any retrenchment compensation so the management had violated the provisions of Section 25-F of the ID Act. Since the management had shunted out the workman without following the provisions of the ID Act so the action of the management amounts unfair labour practice and the same is violative of Section 25-T of the ID Act. Ultimately, it is prayed that the workman be reinstated with continuity of service and full back wages.

3. Management No.1 contested the case of the workman and filed written statement raising preliminary objection that there is no relationship of employee and employer between the workman and answering management. The PGI authorities had given some space within the premises of the PGI, Chandigarh for running a canteen. The said space was given by the PGI to management No.1 on license basis which was not renewed after 31.08.2011. in order to run the canteen, management No.1 engaged a Manager for running the said canteen at his own level with his own infrastructure etc. on the terms & conditions as agreed between management No.1 and the contractor/Manager, engaged from time to time. As per the agreement, the said contractor/Manager was authorised to engage any manpower at his own level and as per his own convenience with the categorical condition that such manpower would not be the employee of management No.1. On merits, it is pleaded that the workman was working under management No. 2. As the workman was never been in the employment of management No.1 so there was no occasion for giving any assurance to the workman for his reinstatement etc. When the license of the premises was not renewed by the PGI after 31.08.2011 there was no occasion for the workman to continue to work with

management No.2 upto October 2011. Neither the workman visited the office of management No. 1. at any point of time nor any assurance was given to the workman by management No.1 for the simple reason that there was no relationship of employee and employer between the workman and management No.1. It was management No.2 who was responsible to deduct the EPF from the wages of the manpower engaged by management No. 2, if any and management No. 1. was not responsible for the same. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workman be dismissed.

4. Upon notice, management No.1 appeared through its representative thereafter none appeared on behalf of management No. 2 as such management No. 2 was proceeded against *ex parte*. From the pleadings of the parties, following issues were framed:—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Whether there is no relationship of employee & employer in between workman & management No.1 ? OPM-1
3. Relief.

5. In support of the case, the workman stepped into the witness box as AW1. Learned representative for the workman closed the evidence. On the other hand, management No.1 examined Shri Sushil Kumar-Training Supervisor-cum-Incharge, Court Cases as MW1. Learned representative for the management closed the evidence.

6. I have heard learned representatives for the parties and have gone through the file carefully. My findings on the issues framed in this case are as follows:—

ISSUE NO. 1 & 2 :

7. Both these issues are taken up together to avoid repetition of discussion. While stepping into the witness as AW1 the workman deposed that he was engaged as Helper in 2003 by the management at Red Cross U.T. Canteen at PGI Complex, Sector 12, Chandigarh and he worked under the supervision of management No. 2 who is the Manager of management No.1 till October 2011. Thereafter he along with others was called by management No.1 and were informed that the canteen is going to be renovated and they will be called back after renovation of the canteen and during renovation period the canteen will be remained closed. He further deposed that he along with other approached the office of management No. 1 various time but he was assured that he will be reinstated along with others. In the month of August 2012 management No. 1 was finally refused to join the duties. He also deposed that he had completed more than 240 days of service in each calendar year and had also completed more than 240 days in last twelve months preceding his termination. He further deposed that he had worked from the date of joining with management No.1 under the supervision of various Managers, which were engaged and disengaged by the management after some years.

8. Learned representative for the workman has argued that he was terminated illegally by the management. He had worked as Helper in Red Cross U.T. Canteen at PGI complex, Sector 12, Chandigarh and he had worked from 2003 upto October 2011 and management No.1 informed that canteen is going to be renovated and he will be called back after renovation but nobody called him. He waited for sufficient time and in August 2012 he requested for his reinstatement but he was refused reinstatement. Neither he was paid any salary in lieu of notice period nor he was given any retrenchment compensation. Hence, the management has violated the provisions of Section 25-F of the ID Act. The workman has placed on record EPF slip Exhibit 'W1'. He further argued that the Indian Red Cross Society Canteen was run by management No. 1 and wholly solely In-charge for the canteen. Hence there is employer-employee relationship between management No.1 and workman. He prayed for reinstatement of the workman with continuity of service and full back wages.

9. On the other hand, learned representative for management No. 2 has examined Shri Sushil Kumar—Training Supervisor-cum-Incharge, Court Cases as MW1, who deposed that the PGI, Chandigarh has give three locations/spaces in their premises for running canteen on rent basis and it was decided to give the premises to some person on license fee basis and such person was named as Manager of the Canteen, on the terms & conditions agreed with the said Manager and management No.1, who has to pay the monthly license fee to management No.1 after deducting his profit and other expenses. Different persons were engaged as Manager on license fee basis from time to time. As per terms & conditions of agreement, the manpower was engaged by the manager at his own level and the same was working under his direct supervision. Even liability of wages, EPF, ESI etc. was also that of the said manager as mentioned in the agreement. He further deposed that there is no employer-employee relationship between management No.1 and workman. The canteens were closed down on 31.08.2011.

10. Learned representative for the management has argued that there is no employer-employee relationship between the parties as the PGI Chandigarh has given space for running canteen on rent basis. The premises was given on licence fee basis and such person was named as Manager of the canteen on the terms & conditions agreed between the said Manager and management No.1 so the manpower was engaged by the said Manager at his own level and the workman was working under his direct supervision. Management No.1 neither appointed the workman nor terminated the services of the workman so there is no relationship of employer-employee between management No. 1 and workman. Since there is no relationship of employer-employee between management No. 1 and workman so question of applicability of provisions of Section 25-F of the ID Act against management No. 1 does not arise as such the present industrial dispute *qua* management No. 1 is liable to be rejected and there is no illegal termination on the part of management No.1.

11. After giving my careful consideration to the rival contention of both the sides, I find that it is nowhere disputed that the workman was engaged as Helper in the Indian Red Cross Society. The main argument addressed by management No.1 is that there is no employer-employee relationship between management No.1 and workman. On this aspect I have gone through the evidence of both the parties. AW1 simply stated that he was engaged by management No.1 and they were called and told that canteen is going to be renovated and after renovation they will be taken back on duty but later on they were refused to join the duties and at the time of termination he was being paid salary of ₹ 4,000/- per month by management No.1 after deduction of PF and ESI.

12. During the cross-examination this witness AW1 clearly stated that the EPF number in which deduction of EPF was used to be deposited was that of Red Cross and he has proved on record EPF Slip Exhibit 'W1' which bears the EPF code number allotted to the canteen in the PGI. Exhibit 'W1' clearly mentioned the name that is UT Red Cross Canteen. No appointment letter was ever issued to the workman. On the other hand, Shri Sushil Kumar, MW1 himself stated that the PGI Chandigarh has given its premises on rent basis for running the canteen and accordingly, it was decided to give the premises to some person on licence fee basis and such person was named as Manager of the canteen on the terms & conditions and agreed between the said Manager and management No.1, who was to pay monthly licence fee to management No.1 after deducting his profit and other expenditure. After cross-examination this witness has admitted that it is correct that PGI has given the canteen on rent basis to the Indian Red Cross Society, Union Territory Chandigarh and the PGI has not given canteen on rent to the Manager. It is correct that in this agreement it is mentioned that the consolidated pay of Manager will be ₹ 500/- per month which is Exhibit 'MX' and suggestion was put to this witness regarding getting sign of salary register of the worker from DDO (Drawing & Disbursing Officer) of Indian Red Cross Society was denied. This witness further stated that he can tell about the supervision of the work of Manager as well as to inspect the premises of the canteen by the Organising Secretary, Cashier, Secretary and some time Chairman. He further admitted that no notice of closer of canteen was given to the Manager or the workman.

13. From the perusal of the evidence read as a whole it is crystal clear that the Indian Red Cross Society has taken the canteen on rent basis from PGI. They further entered into the agreement with Manager to run staff canteen whereas over all in charge of canteen was management No.1 i.e. Indian Red Cross Society management and management No.2 was also employee of management No.1. So as regards the employment of the workman is concerned he was also getting salary from management No.1 as per EPF slip Exhibit 'W1'. It is crystal clear that EPF was deducted and deposited by the Indian Red Cross Society. No doubt the workman has not placed on record any other document except EPF slip but it is already clear from the evidence of the both the parties that the workman was employee of management No.1.

14. No doubt as per evidence it is clear that at present the canteen it does not exist as canteen was closed down on 31.08.2011. Hence, the workman cannot be reinstated at this juncture but it is also clear that no notice of closer of canteen was given to the workman. It was very much in the knowledge of management No.1 that the canteen is going to be closed on 31.08.2011. No retrenchment was given to the workman at the time of closer. Thus it is accordingly held that the management has terminated the services of the workman illegally. Considering the facts and circumstances of the case, ends of justice would be met if the workman is compensated in lump sum amount of ₹ 50,000/-. However, it is made clear that since management No.2 is employee of Indian Red Cross Society i.e. management No.1 so there is no direct relationship of employer-employee between management No.2 and the workman so no relief can be claimed against management No.2 and there will be solely and severally liability of management No.1. Accordingly both these issues are decided in favour of the workman and against management No.1.

RELIEF:

15. In the light of findings on the issues above, this industrial dispute is partly allowed. The workman is entitled for lump sum compensation of ₹ 50,000/- solely and severally to be paid by management No.1. Management No.1 is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till the date of actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.). . . .,

(ANSHUL BERRY),

PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory Chandigarh.
UID No.PB0095.

Dated: 18-10-2019.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 16th December, 2019

No. 13/1/9691-HII(2)-2019/20157.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned

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hereby publish the following award bearing reference No. 21/2016, dated 18.10.2019 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

KHULA RAM S/O SHRI SANDHU RAM R/O HOUSE NO. 362, VILLAGE KHUDA LAHORA, CHANDIGARH (Workman).

AND

1. THE INDIAN RED CROSS SOCIETY, UNION TERRITORY CHANDIGARH THROUGH ITS DIRECTOR/MANAGING DIRECTOR, KARUNA SADAN BUILDING, SECTOR 11-B, CHANDIGARH

2. MANAGER, INDIAN RED CROSS CANTEEN, PGI, SECTOR 12, CHANDIGARH (Management).

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called 'ID Act').

2. Case of the workman in brief is that he was engaged as Salesman in 1988 by management No.1 at Indian Red Cross Canteen at PGI Complex, Sector 12, Chandigarh and he had worked under the supervision of management No.2, who is the Manager of management No.1. The workman had worked upto October 2011. The workman along with others were called by management No.1 and informed that the canteen is going to be renovated and they will be called back after renovation of the canteen. Thereafter the workman visited along with others to the office of management No.1 many times but they were assured that they will be reinstated with continuity of service with back wages as such the workman waited for sufficient time and ultimately in the month of August 2012 he requested management No.1 that 9-10 months had already been lapsed and it is only then they refused to reinstate the workman into service. The workman was being paid salary by the management after deduction of PF/ESI and the management was depositing the PF in the PF account of the workman. At the time of termination of services of the workman, the management was paying salary ₹ 4,500/- per month after deduction of PF/ESI and the salary paid to the workman was less than the minimum wages. The workman had continuously worked with the management No.1 as Salesman and had completed more than 240 days of service in each calendar year and had also completed more than 240 days in 12 months prior to impugned termination. The management had terminated the services of the workman without issuing one month notice and without paying any retrenchment compensation so the management had violated the provisions of Section 25-F of the ID Act. Since the management had shunted out the workman without following the provisions of the ID Act so the action of the management amounts unfair labour practice and the same is violative of Section 25-T of the ID Act. Ultimately, it is prayed that the workman be reinstated with continuity of service and full back wages.

3. Management No. 1 contested the case of the workman and filed written statement raising preliminary objection that there is no relationship of employee and employer between the workman and answering management. The PGI authorities had given some space within the premises of the PGI, Chandigarh for running a canteen. The said space was given by the PGI to management No. 1 on license basis which was not renewed after 31.08.2011. In order to run the canteen, management No. 1 engaged a Manager for running the said canteen at his own level with his own infrastructure etc. on the terms & conditions as agreed between management No.1 and the contractor / Manager, engaged from time to time. As per the agreement, the said contractor / Manager was authorised to engage any manpower at his own level and as per his own convenience with the categorical condition that such manpower would not be the employee of management No. 1. On merits, it is pleaded that the workman was working under management No.2. As the workman was never been in the employment of management No.1 so there was no occasion for giving any assurance to the workman for his reinstatement etc. When the license of the premises was not renewed by the PGI after 31.08.2011 there was no occasion for the workman to continue to work with management No.2 upto October 2011. Neither the workman visited the office of management No.1 at any

point of time nor any assurance was given to the workman by management No.1 for the simple reason that there was no relationship of employee and employer between the workman and management No.1. It was management No.2 who was responsible to deduct the EPF from the wages of the manpower engaged by management No.2, if any and management No.1 was not responsible for the same. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workman be dismissed.

4. Upon notice, management No.1 appeared through its representative thereafter none appeared on behalf of management No. 2 as such management No.2 was proceeded against *ex parte*. From the pleadings of the parties, following issues were framed:—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Whether there is no relationship of employee & employer in between workman & management No.1 ? OPM-1
3. Relief.

5. In support of the case, the workman stepped into the witness box as AW1. Learned representative for the workman closed the evidence. On the other hand, management No.1 examined Shri Sushil Kumar-Training Supervisor-cum-Incharge, Court Cases as MW1. Learned representative for the management closed the evidence.

6. I have heard learned representatives for the parties and have gone through the file carefully. My findings on the issues framed in this case are as follows :—

ISSUE NO. 1 & 2:

7. Both these issues are taken up together to avoid repetition of discussion. While stepping into the witness as AW1 the workman deposed that he was engaged as Salesman in 1988 by the management at Red Cross U.T. Canteen at PGI Complex, Sector 12, Chandigarh and he worked under the supervision of management No.2 who is the Manager of management No.1 till October 2011. Thereafter he along with others was called by management No.1 and were informed that the canteen is going to be renovated and they will be called back after renovation of the canteen and during renovation period the canteen will be remained closed. He further deposed that he along with other approached the office of management No.1 various time but he was assured that he will be reinstated along with others. In the month of August 2012 management No.1 was finally refused to join the duties. He also deposed that he had completed more than 240 days of service in each calendar year and had also completed more than 240 days in last twelve months preceding his termination. He further deposed that he had worked from the date of joining with management No.1 under the supervision of various Managers, which were engaged and disengaged by the management after some years.

8. Learned representative for the workman has argued that he was terminated illegally by the management. He had worked as Salesman in Red Cross U.T. Canteen at PGI complex, Sector 12, Chandigarh and he had worked from 1988 upto October 2011 and management No.1 informed that canteen is going to be renovated and he will be called back after renovation but nobody called him. He waited for sufficient time and in August 2012 he requested for his reinstatement but he was refused reinstatement. Neither he was paid any salary in lieu of notice period nor he was given any retrenchment compensation. Hence, the management has violated the provisions of Section 25-F of the ID Act. The workman has placed on record EPF slip Exhibit 'W1'. He further argued that the Indian Red Cross Society Canteen was run by management No.1 and wholly solely In-charge for the canteen. Hence there is employer-employee relationship between management No.1 and workman. He prayed for reinstatement of the workman with continuity of service and full back wages.

9. On the other hand, learned representative for management No.2 has examined Shri Sushil Kumar–Training Supervisor-cum-Incharge, Court Cases as MW1, who deposed that the PGI, Chandigarh has give three locations/spaces in their premises for running canteen on rent basis and it was decided to give the premises to some person on license fee basis and such person was named as Manager of the Canteen, on the terms & conditions agreed with the said Manager and management No.1, who has to pay the monthly license fee to management No.1 after deducting his profit and other expenses. Different persons were engaged as Manager on license fee basis from time to time. As per terms & conditions of agreement, the manpower was engaged by the manager at his own level and the same was working under his direct supervision. Even liability of wages, EPF, ESI etc.was also that of the said manager as mentioned in the agreement. He further deposed that there is no employer-employee relationship between management No.1 and workman. The canteens were closed down on 31.08.2011.

10. Learned representative for the management has argued that there is no employer-employee relationship between the parties as the PGI Chandigarh has given space for running canteen on rent basis. The premises was given on licence fee basis and such person was named as Manager of the canteen on the terms & conditions agreed between the said Manager and management No.1 so the manpower was engaged by the said Manager at his own level and the workman was working under his direct supervision. Management No.1 neither appointed the workman nor terminated the services of the workman so there is no relationship of employer-employee between management No.1 and workman. Since there is no relationship of employer-employee between management No.1 and workman so question of applicability of provisions of Section 25-F of the ID Act against management No.1 does not arise as such the present industrial dispute *qua* management No.1 is liable to be rejected and there is no illegal termination on the part of management No.1.

11. After giving my careful consideration to the rival contention of both the sides, I find that it is nowhere disputed that the workman was engaged as Salesman in the Indian Red Cross Society. The main argument addressed by management No.1 is that there is no employer-employee relationship between management No.1 and workman. On this aspect I have gone through the evidence of both the parties. AW1 simply stated that he was engaged by management No.1 and they were called and told that canteen is going to be renovated and after renovation they will be taken back on duty but later on they were refused to join the duties and at the time of termination he was being paid salary of ₹ 4,500/- per month by management No.1 after deduction of PF and ESI.

12. During the cross-examination this witness AW1 clearly stated that the EPF number in which deduction of EPF was used to be deposited was that of Red Cross and he has proved on record EPF Slip Exhibit 'W1' which bears the EPF code number allotted to the canteen in the PGI. Exhibit 'W1' clearly mentioned the name that is UT Red Cross Canteen. No appointment letter was ever issued to the workman. On the other hand, Shri Sushil Kumar, MW1 himself stated that the PGI Chandigarh has given its premises on rent basis for running the canteen and accordingly, it was decided to give the premises to some person on licence fee basis and such person was named as Manager of the canteen on the terms & conditions and agreed between the said Manager and management No.1, who was to pay monthly licence fee to management No.1 after deducting his profit and other expenditure. After cross-examination this witness has admitted that it is correct that PGI has given the canteen on rent basis to the Indian Red Cross Society, Union Territory Chandigarh and the PGI has not given canteen on rent to the Manager. It is correct that in this agreement it is mentioned that the consolidated pay of Manager will be ₹ 500/- per month which is Exhibit 'MX' and suggestion was put to this witness regarding getting sign of salary register of the worker from DDO (Drawing & Disbursing Officer) of Indian Red Cross Society was denied. This witness further stated that he can tell about the supervision of the work of Manager as well as to inspect the premises of the canteen by the Organising Secretary, Cashier, Secretary and some time Chairman. He further admitted that no notice of closer of canteen was given to the Manager or the workman.

13. From the perusal of the evidence read as a whole it is crystal clear that the Indian Red Cross Society has taken the canteen on rent basis from PGI. They further entered into the agreement with Manager to run staff canteen whereas over all in charge of canteen was management No. 1 i.e. Indian Red Cross Society management and management No. 2 was also employee of management No. 1. So as regards the employment of the workman is concerned he was also getting salary from management No.1 as per EPF slip Exhibit 'W1'. It is crystal clear that EPF was deducted and deposited by the Indian Red Cross Society. No doubt the workman has not placed on record any other document except EPF slip but it is already clear from the evidence of the both the parties that the workman was employee of management No.1.

14. No doubt as per evidence it is clear that at present the canteen it does not exist as canteen was closed down on 31.08.2011. Hence, the workman cannot be reinstated at this juncture but it is also clear that no notice of closer of canteen was given to the workman. It was very much in the knowledge of management No.1 that the canteen is going to be closed on 31.08.2011. No retrenchment was given to the workman at the time of closer. Thus it is accordingly held that the management has terminated the services of the workman illegally. Considering the facts and circumstances of the case, ends of justice would be met if the workman is compensated in lump sum amount of ₹ 50,000/-. However, it is made clear that since management No.2 is employee of Indian Red Cross Society i.e. management No.1 so there is no direct relationship of employer-employee between management No.2 and the workman so no relief can be claimed against management No.2 and there will be solely and severally liability of management No.1. Accordingly both these issues are decided in favour of the workman and against management No.1.

RELIEF:

15. In the light of findings on the issues above, this industrial dispute is partly allowed. The workman is entitled for lump sum compensation of ₹ 50,000/- solely and severally to be paid by management No.1. Management No.1 is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till the date of actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.). . . .,

(ANSHUL BERRY),

PRESIDING OFFICER,

Industrial Tribunal & Labour Court,

Union Territory Chandigarh.

UID No.PB0095.

Dated: 18-10-2019.

CHANDIGARH ADMINISTRATION

LABOUR DEPARTMENT

Notification

The 16th December, 2019

No. 13/1/9692-HII(2)-2019/20163.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned

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<https://egazette.chd.gov.in>*

hereby publish the following award bearing reference No. 22/2016, dated 18.10.2019 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

MUKANDA BAG S/O SHRI LAUL R/O HOUSE NO. 263, VILLAGE KHUDA LAHORA, UNION, TERRITORY, CHANDIGARH (Workman).

AND

1. THE INDIAN RED CROSS SOCIETY, UNION TERRITORY CHANDIGARH THROUGH ITS DIRECTOR/MANAGING DIRECTOR, KARUNA SADAN BUILDING, SECTOR 11-B, CHANDIGARH

2. MANAGER, INDIAN RED CROSS CANTEEN, PGI, SECTOR 12, CHANDIGARH (Management).

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called 'ID Act').

2. Case of the workman in brief is that he was engaged as Helper in 2002 by management No.1 at Indian Red Cross Canteen at PGI Complex, Sector 12, Chandigarh and he had worked under the supervision of management No.2, who is the Manager of management No.1. The workman had worked upto October 2011. The workman along with others were called by management No.1 and informed that the canteen is going to be renovated and they will be called back after renovation of the canteen. Thereafter the workman visited along with others to the office of management No.1 many times but they were assured that they will be reinstated with continuity of service with back wages as such the workman waited for sufficient time and ultimately in the month of August 2012 he requested management No.1 that 9-10 months had already been lapsed and it is only then they refused to reinstate the workman into service. The workman was being paid salary by the management after deduction of PF/ESI and the management was depositing the PF in the PF account of the workman. At the time of termination of services of the workman, the management was paying salary ₹ 4,000/- per month after deduction of PF/ESI and the salary paid to the workman was less than the minimum wages. The workman had continuously worked with the management No.1 as Salesman and had completed more than 240 days of service in each calendar year and had also completed more than 240 days in 12 months prior to impugned termination. The management had terminated the services of the workman without issuing one month notice and without paying any retrenchment compensation so the management had violated the provisions of Section 25-F of the ID Act. Since the management had shunted out the workman without following the provisions of the ID Act so the action of the management amounts unfair labour practice and the same is violative of Section 25-T of the ID Act. Ultimately, it is prayed that the workman be reinstated with continuity of service and full back wages.

3. Management No.1 contested the case of the workman and filed written statement raising preliminary objection that there is no relationship of employee and employer between the workman and answering management. The PGI authorities had given some space within the premises of the PGI, Chandigarh for running a canteen. The said space was given by the PGI to management No.1 on license basis which was not renewed after 31.08.2011. In order to run the canteen, management No.1 engaged Manager for running the said canteen at his own level with his own infrastructure etc. on the terms & conditions as agreed between management No.1 and the contractor / Manager, engaged from time to time. As per the agreement, the said contractor / Manager was authorised to engage any manpower at his own level and as per his own convenience with the categorical condition that such manpower would not be the employee of management No.1. On merits, it is pleaded that the workman was working under management No.2. As the workman was never been in the employment of management No.1 so there was no occasion for giving any assurance to the workman for his reinstatement etc. When the license of the premises was not renewed by the PGI after 31.08.2011 there was no occasion for the workman to continue to work with management No.2 upto October 2011. Neither the workman visited the office of management No.1 at any point of time nor any assurance was given to the

workman by management No.1 for the simple reason that there was no relationship of employee and employer between the workman and management No.1. It was management No.2 who was responsible to deduct the EPF from the wages of the manpower engaged by management No.2, if any and management No.1 was not responsible for the same. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workman be dismissed.

4. Upon notice, management No.1 appeared through its representative thereafter none appeared on behalf of management No.2 as such management No.2 was proceeded against *ex parte*. From the pleadings of the parties, following issues were framed:-

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Whether there is no relationship of employee & employer in between workman & management No.1 ? OPM-1
3. Relief.

5. In support of the case, the workman stepped into the witness box as AW1. Learned representative for the workman closed the evidence. On the other hand, management No.1 examined Shri Sushil Kumar – Training Supervisor-cum-Incharge, Court Cases as MW1. Learned representative for the management closed the evidence.

6. I have heard learned representatives for the parties and have gone through the file carefully. My findings on the issues framed in this case are as follows :—

ISSUE NO. 1 & 2 :

7. Both these issues are taken up together to avoid repetition of discussion. While stepping into the witness as AW1 the workman deposed that he was engaged as Helper in 2002 by the management at Red Cross U.T. Canteen at PGI Complex, Sector 12, Chandigarh and he worked under the supervision of management No.2 who is the Manager of management No.1 till October 2011. Thereafter he along with others was called by management No.1 and were informed that the canteen is going to be renovated and they will be called back after renovation of the canteen and during renovation period the canteen will be remained closed. He further deposed that he along with other approached the office of management No.1 various time but he was assured that he will be reinstated along with others. In the month of August 2012 management No.1 was finally refused to join the duties. He also deposed that he had completed more than 240 days of service in each calendar year and had also completed more than 240 days in last twelve months preceding his termination. He further deposed that he had worked from the date of joining with management No.1 under the supervision of various Managers, which were engaged and disengaged by the management after some years.

8. Learned representative for the workman has argued that he was terminated illegally by the management. He had worked as Helper in Red Cross U.T. Canteen at PGI complex, Sector 12, Chandigarh and he had worked from 2002 upto October 2011 and management No.1 informed that canteen is going to be renovated and he will be called back after renovation but nobody called him. He waited for sufficient time and in August 2012 he requested for his reinstatement but he was refused reinstatement. Neither he was paid any salary in lieu of notice period nor he was given any retrenchment compensation. Hence, the management has violated the provisions of Section 25-F of the ID Act. The workman has placed on record EPF slip Mark 'A'. He further argued that the Indian Red Cross Society Canteen was run by management No.1 and wholly solely In-charge for the canteen. Hence there is employer-employee relationship between management No.1 and workman. He prayed for reinstatement of the workman with continuity of service and full back wages.

9. On the other hand, learned representative for management No.2 has examined Shri Sushil Kumar – Training Supervisor-cum-Incharge, Court Cases as MW1, who deposed that the PGI, Chandigarh has give three locations / spaces in their premises for running canteen on rent basis and it was decided to give the premises to some person on license fee basis and such person was named as Manager of the Canteen, on the

terms & conditions agreed with the said Manager and management No.1, who has to pay the monthly license fee to management No.1 after deducting his profit and other expenses. Different persons were engaged as Manager on license fee basis from time to time. As per terms & conditions of agreement, the manpower was engaged by the manager at his own level and the same was working under his direct supervision. Even liability of wages, EPF, ESI etc. was also that of the said manager as mentioned in the agreement. He further deposed that there is no employer-employee relationship between management No.1 and workman. The canteens were closed down on 31.08.2011.

10. Learned representative for the management has argued that there is no employer-employee relationship between the parties as the PGI Chandigarh has given space for running canteen on rent basis. The premises was given on licence fee basis and such person was named as Manager of the canteen on the terms & conditions agreed between the said Manager and management No.1 so the manpower was engaged by the said Manager at his own level and the workman was working under his direct supervision. Management No.1 neither appointed the workman nor terminated the services of the workman so there is no relationship of employer-employee between management No.1 and workman. Since there is no relationship of employer-employee between management No.1 and workman so question of applicability of provisions of Section 25-F of the ID Act against management No.1 does not arise as such the present industrial dispute *qua* management No.1 is liable to be rejected and there is no illegal termination on the part of management No.1.

11. After giving my careful consideration to the rival contention of both the sides, I find that it is nowhere disputed that the workman was engaged as Helper in the Indian Red Cross Society. The main argument addressed by management No.1 is that there is no employer-employee relationship between management No.1 and workman. On this aspect I have gone through the evidence of both the parties. AW1 simply stated that he was engaged by management No.1 and they were called and told that canteen is going to be renovated and after renovation they will be taken back on duty but later on they were refused to join the duties and at the time of termination he was being paid salary of ₹ 4,000/- per month by management No.1 after deduction of PF and ESI.

12. During the cross-examination this witness AW1 clearly stated that the EPF number in which deduction of EPF was used to be deposited was that of Red Cross and he has proved on record document Mark 'A' which bears the EPF code number allotted to the canteen in the PGI. Mark 'A' clearly mentioned the name that is UT Red Cross Canteen. No appointment letter was ever issued to the workman. On the other hand, Shri Sushil Kumar, MW1 himself stated that the PGI Chandigarh has given its premises on rent basis for running the canteen and accordingly, it was decided to give the premises to some person on licence fee basis and such person was named as Manager of the canteen on the terms & conditions and agreed between the said Manager and management No.1, who was to pay monthly licence fee to management No.1 after deducting his profit and other expenditure. After cross-examination this witness has admitted that it is correct that PGI has given the canteen on rent basis to the Indian Red Cross Society, Union Territory Chandigarh and the PGI has not given canteen on rent to the Manager. It is correct that in this agreement it is mentioned that the consolidated pay of Manager will be ₹ 500/- per month which is Exhibit 'MX' and suggestion was put to this witness regarding getting sign of salary register of the worker from DDO (Drawing & Disbursing Officer) of Indian Red Cross Society was denied. This witness further stated that he can tell about the supervision of the work of Manager as well as to inspect the premises of the canteen by the Organising Secretary, Cashier, Secretary and some time Chairman. He further admitted that no notice of closer of canteen was given to the Manager or the workman.

13. From the perusal of the evidence read as a whole it is crystal clear that the Indian Red Cross Society has taken the canteen on rent basis from PGI. They further entered into the agreement with Manager to run staff canteen whereas over all in charge of canteen was management No.1 i.e. Indian Red Cross Society management and management No.2 was also employee of management No.1. So as regards the employment of the workman is concerned he was also getting salary from management No.1 as per EPF slip Mark 'A'. It is crystal clear that EPF was deducted and deposited by the Indian Red Cross Society. No doubt the workman has not placed on record any other document except EPF slip but it is already clear from the evidence of the both the parties that the workman was employee of management No.1.

14. No doubt as per evidence it is clear that at present the canteen it does not exist as canteen was closed down on 31.08.2011. Hence, the workman cannot be reinstated at this juncture but it is also clear that no notice of closer of canteen was given to the workman. It was very much in the knowledge of management No.1 that the canteen is going to be closed on 31.08.2011. No retrenchment was given to the workman at the time of closer. Thus it is accordingly held that the management has terminated the services of the workman illegally. Considering the facts and circumstances of the case, ends of justice would be met if the workman is compensated in lump sum amount of ₹ 50,000/-. However, it is made clear that since management No.2 is employee of Indian Red Cross Society i.e. management No.1 so there is no direct relationship of employer-employee between management No.2 and the workman so no relief can be claimed against management No.2 and there will be solely and severally liability of management No.1. Accordingly both these issues are decided in favour of the workman and against management No.1.

RELIEF :

15. In the light of findings on the issues above, this industrial dispute is partly allowed. The workman is entitled for lump sum compensation of ₹ 50,000/- solely and severally to be paid by management No.1. Management No.1 is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till the date of actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

The 18.10.2019.

(Sd.) ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0095.

CHANDIGARH ADMINISTRATION

LABOUR DEPARTMENT

Notification

The 16th December, 2019

No. 13/1/9693-HII(2)-2019/20169.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 23/2016, dated 18.10.2019 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

VIJAY KUMAR S/O SHRI RAM CHAND R/O HOUSE NO. 628-C, DASHMESH NAGAR, NAYAGAON, DISTRICT SAS NAGAR PUNJAB (Workman).

AND

1. THE INDIAN RED CROSS SOCIETY, UNION TERRITORY CHANDIGARH THROUGH ITS DIRECTOR/MANAGING DIRECTOR, KARUNA SADAN BUILDING, SECTOR 11-B, CHANDIGARH

2. MANAGER, INDIAN RED CROSS CANTEEN, PGI, SECTOR 12, CHANDIGARH (Management).

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called 'ID Act').

2. Case of the workman in brief is that he was engaged as Salesman in 1983 by management No.1 at Indian Red Cross Canteen at PGI Complex, Sector 12, Chandigarh and he had worked under the supervision of management No.2, who is the Manager of management No.1. The workman had worked upto October 2011. The workman along with others were called by management No.1 and informed that the canteen is going to be renovated and they will be called back after renovation of the canteen. Thereafter the workman visited along with others to the office of management No.1 many times but they were assured that they will be reinstated with continuity of service with back wages as such the workman waited for sufficient time and ultimately in the month of August 2012 he requested management No.1 that 9-10 months had already been lapsed and it is only then they refused to reinstate the workman into service. The workman was being paid salary by the management after deduction of PF/ESI and the management was depositing the PF in the PF account of the workman. At the time of termination of services of the workman, the management was paying salary ₹ 4,500/- per month after deduction of PF/ESI and the salary paid to the workman was less than the minimum wages. The workman had continuously worked with the management No.1 as Salesman and had completed more than 240 days of service in each calendar year and had also completed more than 240 days in 12 months prior to impugned termination. The management had terminated the services of the workman without issuing one month notice and without paying any retrenchment compensation so the management had violated the provisions of Section 25-F of the ID Act. Since the management had shunted out the workman without following the provisions of the ID Act so the action of the management amounts unfair labour practice and the same is violative of Section 25-T of the ID Act. Ultimately, it is prayed that the workman be reinstated with continuity of service and full back wages.

3. Management No.1 contested the case of the workman and filed written statement raising preliminary objection that there is no relationship of employee and employer between the workman and answering management. The PGI authorities had given some space within the premises of the PGI, Chandigarh for running a canteen. The said space was given by the PGI to management No.1 on license basis which was not renewed after 31.08.2011. In order to run the canteen, management No.1 engaged a Manager for running the said canteen at his own level with his own infrastructure etc. on the terms & conditions as agreed between management No.1 and the contractor / Manager, engaged from time to time. As per the agreement, the said contractor / Manager was authorised to engage any manpower at his own level and as per his own convenience with the categorical condition that such manpower would not be the employee of management No.1. On merits, it is pleaded that the workman was working under management No.2. As the workman was never been in the employment of management No.1 so there was no occasion for giving any assurance to the workman for his reinstatement etc. When the license of the premises was not renewed by the PGI after 31.08.2011 there was no occasion for the workman to continue to work with management No.2 upto October 2011. Neither the workman visited the office of management No.1 at any point of time nor any assurance was given to the workman by management No.1 for the simple reason that there was no relationship of employee and employer between the workman and management No.1. It was management No.2 who was responsible to deduct the EPF from the wages of the manpower engaged by management No.2, if any and management No.1 was not responsible for the same. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workman be dismissed.

4. Upon notice, management No.1 appeared through its representative thereafter none appeared on behalf of management No.2 as such management No.2 was proceeded against *ex parte*. From the pleadings of the parties, following issues were framed :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Whether there is no relationship of employee & employer in between workman & management No.1 ? OPM-1
3. Relief.

5. In support of the case, the workman stepped into the witness box as AW1. Learned representative for the workman closed the evidence. On the other hand, management No.1 examined Shri Sushil Kumar – Training Supervisor-cum-Incharge, Court Cases as MW1. Learned representative for the management closed the evidence.

6. I have heard learned representatives for the parties and have gone through the file carefully. My findings on the issues framed in this case are as follows:-

ISSUE NO. 1 & 2 :

7. Both these issues are taken up together to avoid repetition of discussion. While stepping into the witness as AW1 the workman deposed that he was engaged as Salesman in 1983 by the management at Red Cross U.T. Canteen at PGI Complex, Sector 12, Chandigarh and he worked under the supervision of management No.2 who is the Manager of management No.1 till October 2011. Thereafter he along with others was called by management No.1 and were informed that the canteen is going to be renovated and they will be called back after renovation of the canteen and during renovation period the canteen will be remained closed. He further deposed that he along with other approached the office of management No.1 various time but he was assured that he will be reinstated along with others. In the month of August 2012 management No.1 was finally refused to join the duties. He also deposed that he had completed more than 240 days of service in each calendar year and had also completed more than 240 days in last twelve months preceding his termination. He further deposed that he had worked from the date of joining with management No.1 under the supervision of various Managers, which were engaged and disengaged by the management after some years.

8. Learned representative for the workman has argued that he was terminated illegally by the management. He had worked as Helper in Red Cross U.T. Canteen at PGI complex, Sector 12, Chandigarh and he had worked from 1983 upto October 2011 and management No.1 informed that canteen is going to be renovated and he will be called back after renovation but nobody called him. He waited for sufficient time and in August 2012 he requested for his reinstatement but he was refused reinstatement. Neither he was paid any salary in lieu of notice period nor he was given any retrenchment compensation. Hence, the management has violated the provisions of Section 25-F of the ID Act. The workman has placed on record experience certificate Exhibit 'W1'. He further argued that the Indian Red Cross Society Canteen was run by management No.1 and wholly solely In-charge for the canteen. Hence there is employer-employee relationship between management No.1 and workman. He prayed for reinstatement of the workman with continuity of service and full back wages.

9. On the other hand, learned representative for management No.2 has examined Shri Sushil Kumar—Training Supervisor-cum-Incharge, Court Cases as MW1, who deposed that the PGI, Chandigarh has give three locations / spaces in their premises for running canteen on rent basis and it was decided to give the premises to some person on license fee basis and such person was named as Manager of the Canteen, on the terms & conditions agreed with the said Manager and management No.1, who has to pay the monthly license fee to management No.1 after deducting his profit and other expenses. Different persons were engaged as Manager on license fee basis from time to time. As per terms & conditions of agreement, the manpower was engaged by the manager at his own level and the same was working under his direct supervision. Even liability of wages, EPF, ESI etc. was also that of the said manager as mentioned in the agreement. He further deposed that there is no employer-employee relationship between management No.1 and workman. The canteens were closed down on 31.08.2011.

10. Learned representative for the management has argued that there is no employer-employee relationship between the parties as the PGI Chandigarh has given space for running canteen on rent basis. The premises was given on licence fee basis and such person was named as Manager of the canteen on the terms & conditions agreed between the said Manager and management No.1 so the manpower was engaged by the said Manager at his own level and the workman was working under his direct supervision. Management No.1 neither appointed the workman nor terminated the services of the workman so there is no relationship of employer-employee between management No.1 and workman. Since there is no relationship of employer-employee between management No.1 and workman so question of applicability of provisions of Section 25-F of the ID Act against management No.1 does not arise as such the present industrial dispute *qua* management No.1 is liable to be rejected and there is no illegal termination on the part of management No.1.

11. After giving my careful consideration to the rival contention of both the sides, I find that it is nowhere disputed that the workman was engaged as Salesman in the Indian Red Cross Society. The main argument addressed by management No.1 is that there is no employer-employee relationship between management No.1 and workman. On this aspect I have gone through the evidence of both the parties. AW1 simply stated that he was engaged by management No.1 and they were called and told that canteen is going to be renovated and after renovation they will be taken back on duty but later on they were refused to join the duties and at the time of termination he was being paid salary of ₹ 4,500/- per month by management No.1 after deduction of PF and ESI.

12. During the cross-examination this witness AW1 clearly stated that the Secretary of the Red Cross used to come for making payment against receipt in the register under revenue stamp and he has proved on record experience certificate Exhibit 'W1' which on the letter head of management No.1 and duly signed by the Manager, U.T. Red Cross. No appointment letter was ever issued to the workman. On the other hand, Shri Sushil Kumar, MW1 himself stated that the PGI Chandigarh has given its premises on rent basis for running the canteen and accordingly, it was decided to give the premises to some person on licence fee basis and such person was named as Manager of the canteen on the terms & conditions and agreed between the said Manager and management No.1, who was to pay monthly licence fee to management No.1 after deducting his profit and other expenditure. After cross-examination this witness has admitted that it is correct that PGI has given the canteen on rent basis to the Indian Red Cross Society, Union Territory Chandigarh and the PGI has not given canteen on rent to the Manager. It is correct that in this agreement it is mentioned that the consolidated pay of Manager will be ₹ 500/- per month which is Exhibit 'MX' and suggestion was put to this witness regarding getting sign of salary register of the worker from DDO (Drawing & Disbursing Officer) of Indian Red Cross Society was denied. This witness further stated that he can tell about the supervision of the work of Manager as well as to inspect the premises of the canteen by the Organising Secretary, Cashier, Secretary and some time Chairman. He further admitted that no notice of closer of canteen was given to the Manager or the workman.

13. From the perusal of the evidence read as a whole it is crystal clear that the Indian Red Cross Society has taken the canteen on rent basis from PGI. They further entered into the agreement with Manager to run staff canteen whereas over all in charge of canteen was management No.1 i.e. Indian Red Cross Society management and management No.2 was also employee of management No.1. So as regards the employment of the workman is concerned, he was also getting salary from management No.1 as per experience certificate Exhibit 'W1'. It is crystal clear that he was getting salary from the Indian Red Cross Society. No doubt the workman has not placed on record any other document except experience certificate but it is already clear from the evidence of the both the parties that the workman was employee of management No.1.

14. No doubt as per evidence it is clear that at present the canteen it does not exist as canteen was closed down on 31.08.2011. Hence, the workman cannot be reinstated at this juncture but it is also clear that no notice of closer of canteen was given to the workman. It was very much in the knowledge of management No.1 that the canteen is going to be closed on 31.08.2011. No retrenchment was given to the workman at the time of closer. Thus it is accordingly held that the management has terminated the services of the workman illegally. Considering the facts and circumstances of the case, ends of justice would be met if the workman is compensated in lump sum amount of ₹ 50,000/-. However, it is made clear that since management No.2 is employee of Indian Red Cross Society i.e. management No.1 so there is no direct relationship of employer-employee between management No.2 and the workman so no relief can be claimed against management No.2 and there will be solely and severally liability of management No.1. Accordingly both these issues are decided in favour of the workman and against management No.1.

RELIEF :

15. In the light of findings on the issues above, this industrial dispute is partly allowed. The workman is entitled for lump sum compensation of ₹ 50,000/- solely and severally to be paid by management No.1. Management No.1 is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till the date of actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

The 18.10.2019.

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0095.

Secretary Labour,
Chandigarh Administration.

CHANDIGARH ADMINISTRATION

FINANCE DEPARTMENT

ESTATE BRANCH

Notification

The 4th February, 2020

No. Misc.-UTFI (1)-2020/2059.—In exercise of the powers conferred under Sub-Section (2) of Section-1 of the Capital of Punjab (Development and Regulation) Act, 1952 as adapted by the Punjab Re-Organization (Chandigarh Adaption of Laws on State and Concurrent Subject) Order, 1968 for Union Territory of Chandigarh and all other powers enabling him in this behalf, the Administrator, Union Territory, Chandigarh is pleased to notify the renaming of the following areas as shown in the Guide-map :—

Sr. No.	Old Name	New Name
1	Sarangpur Institutional Area	Sector 12 (West)
2	Dhanas including Milk Colony, Rehabilitation Colony etc.	Sector 14 (West)
3	Maloya and Dadu Majra	Sector 39 (West)
4	Pocket No.8 below Vikas Marg	Sector 56 (West)
5	Manimajra	Sector 13 (Manimajra)
6	Industrial Area Phase I	Business & Industrial Park I
7	Industrial Area Phase II	Business & Industrial Park II
8	Industrial Area Phase III	Business & Industrial Park III

The Building Bye-Laws as already notified under Chandigarh Building Rules (Urban)-2017 and the Bye-Laws applicable to Rural areas, as the case may be, shall remain applicable to the aforesaid areas till further orders.

(Sd.) . . . ,

Finance Secretary-cum-
Chief Administrator,
Union Territory, Chandigarh.

CHANDIGARH ADMINISTRATION
DEPARTMENT OF FORESTS & WILDLIFE

Notification

The 18th February, 2020

No. CCFD/431.—In pursuance of Ministry of Environment, Forests & Climate Change (ESZ Division), Govt. of India's Notification No.S.O.185 (E) and No.S.O.69 (E) dated 18th January, 2017 and 4th January, 2017 respectively and in supersession of previous Notification bearing No.1 dated 5th April, 2017, the Administrator, Union Territory, Chandigarh is pleased to re-constitute the Monitoring Committee for effective monitoring of the Eco-sensitive Zone for both the Sanctuaries i.e. Sukhna Wildlife Sanctuary and City Bird Sanctuary, Union Territory, Chandigarh, for further three years, consisting of the following members :—

Monitoring Committee :

- | | |
|--|---------------------|
| (i) Chief Conservator of Forests-cum-Chief Wildlife Warden,
Union Territory (UT) of Chandigarh | .. Chairman |
| (ii) Chief Architect, UT , Chandigarh | .. Member |
| (iii) Chief Engineer, UT, Chandigarh | .. Member |
| (iv) Chief Engineer, Municipal Corporation, Chandigarh | .. Member |
| (v) Director Rural Development, UT, Chandigarh | .. Member |
| (vi) Member Secretary, Chandigarh Pollution Control
Committee, Chandigarh | .. Member |
| (vii) Sh. Pramod Sharma, Coordinator, Yuvsatta, Karuna
Sadan Bldg., Sec.11, Chandigarh (a representative of
Non-governmental Organization' working in the field
of environment) | .. Member |
| (viii) Prof. S.C. Jain, Ex. Chairman, Chemical Engineering
Department, Panjab University, Chandigarh #1607,
Sec. 44-B, Chandigarh [Expert in the area of ecology
and environment) | .. Member |
| (ix) Representative of National Biodiversity Authority,
5th Floor, TICEL, Bio Park, CSIR Road, Taramani, Chennai | .. Member |
| (x) Deputy Conservator of Forests (WL),
UT, Chandigarh | .. Member-Secretary |

Terms of Reference.—(1) The Monitoring Committee shall monitor the compliance of the provisions of the Notifications issued by Ministry of Environment, Forests & Climate Change (ESZ Division), Govt. of India's *vide* Notification No.185 (E) dated 18th January, 2017 for Sukhna Wildlife Sanctuary, Chandigarh and Notification No.69 (E) dated 4th January, 2017 for City Bird Sanctuary, Chandigarh.

(2) The activities that are covered in the Schedule to the notification of the Government of India in the erstwhile Ministry of Environment and Forest number S.O.1533(E), dated the 14th September, 2006 and are falling in the Eco-Sensitive Zone, except for the prohibited activities as specified in the Table under paragraph 4 thereof, shall be scrutinized by the Monitoring Committee based on the actual site-specific conditions and referred to the Central Government in the Ministry of Environment, Forest and Climate Change for prior environmental clearances under the provisions of the said notification.

(3) The activities that are not covered in the Schedule to the notification of the Government of India in the erstwhile Ministry of Environment and Forests number S.O.1533(E), dated the 14th September, 2006 and amendments made thereafter and are falling in the Eco-Sensitive Zone, except for the prohibited activities as specified in the Table under paragraph 4 thereof, shall be scrutinized by the Monitoring Committee based on the actual site-specific conditions and referred to the concerned Regulatory Activities.

(4) The Member-Secretary of the Monitoring Committee shall be competent to file complaints under Section 19 of the Environment (Protection) Act, 1986 (29 of 1986) against any person who contravenes the provisions of the notification.

(5) The Monitoring Committee shall invite representatives or experts from concerned Departments, representatives from industry associations or concerned stakeholders to assist in its deliberations depending on the requirements on issue to issue basis.

(6) The Monitoring Committee shall submit the annual action taken report of its activities as on 31st March of every year by 30th June of that year to the Chief Wild Life Warden of the Union Territory as per proforma appended at Annexure IV & V with the said Notifications.

(7) The Central Government in the Ministry of Environment, Forest and Climate Change may give such directions, as it deems fit, to the Monitoring Committee for effective discharge of its functions.

(8) The Central Government and the Union Territory Government may specify additional measures, if any, for giving effect to provisions of the notification.

(9) The provisions of the Notifications shall be subject to the orders, if any, passed, or to be passed, by the Hon'ble Supreme Court of India or the High Court or National Green Tribunal.

Chandigarh :
The 13th February, 2020.

ARUN KUMAR GUPTA, IAS,
Secretary (Forests & Wildlife),
Chandigarh Administration.

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